

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re

)  
) Case No. \_\_\_\_\_  
)  
)

) NOTICE OF **POST**-CONFIRMATION  
) AMENDMENT OF PLAN  
)

Debtor(s)

The proponent, who is \_\_\_\_\_, [i.e., debtor; trustee; or creditor (also state type of claim and any business name)] and whose name and address are:

\_\_\_\_\_, by and through the undersigned certifies that:

1. An original amended plan dated \_\_\_\_\_ was attached to the original of this Notice AND has been filed with the Clerk of Court.
2. The confirmed plan, dated \_\_\_\_\_, shall remain in full force and effect unless the amended plan becomes the plan.
3. The trustee's name and address are: \_\_\_\_\_.
4. *(IF proponent is the DEBTOR, CHECK ONE of the following two options)* Attached, and verified as true and correct, are updated versions of Schedules A (including present amount of any secured debt on property), B, I, J AND a copy of the latest real property tax assessment statement; OR The trustee has waived the requirement of updated Schedules A, B, I, J and a copy of the latest real property tax assessment. Debtor will provide those documents promptly upon request by any interested party and/or the court.
5. PRIOR to filing this plan with the Clerk, a separate summary of the amendments, a copy of the plan, all schedules and statements required by paragraph 4 above, and any other pertinent information were served on the trustee who either: (a) approved the plan affirmatively or by silence by failure to notify proponent of his objection within 14 days of the date it was served on him, or (b) requested amendments which were unacceptable to the proponent.
6. On \_\_\_\_\_ copies of this Notice AND the amended plan described above were served on the debtor(s); any debtor's attorney; trustee; U.S. Trustee; and all creditors (or if original time to file claims has expired, only on creditors who filed claims and entities that filed a request to receive all case notices).

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature, Relation to Proponent, **AND** Proponent's Contact Phone #

\_\_\_\_\_  
(If debtor is proponent) Debtor's Address (unless shown above) & Taxpayer ID#(s) (last 4 digits)

**NOTICE IS GIVEN THAT** the amended plan described above shall become the plan, pursuant to 11 USC §1329(b) if a Ch. 13 case or 11 USC §1229(b) if a Ch. 12 case, unless within 21 days of the service date in paragraph 6 above the trustee or other interested party BOTH: (1) files written objections, setting forth the specific grounds for objection, with the Clerk of Court (i.e., if the 5-digit portion of the Case No. begins with "3" or "4", mail to 1001 S.W. 5th Ave. #700, Portland OR 97204; OR, if it begins with "6" or "7", mail to 405 E 8<sup>th</sup> Ave #2600, Eugene OR 97401), AND (2) serves copies thereof on the proponent AND the trustee named in paragraph 3 above. The terms of the previously entered Confirmation Order shall continue to apply except to the extent such terms are inconsistent with the amended Plan.

CLERK, U.S. BANKRUPTCY COURT

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re

)  
 ) Case No. \_\_\_\_\_  
 ) (NOTE: If blank, Case No. will be  
 ) on the Meeting of Creditors Notice)  
 )

Debtor(s)

) **CHAPTER 13 PLAN DATED \_\_\_\_\_**  
 ) **MOTION TO VALUE COLLATERAL**  
 ) **MOTION TO AVOID LIENS**  
 ) **SECURED CLAIM AMOUNT LIMITED WITH CREDITOR CONSENT**  
 ) **[MARK above IF applicable]**

1. The debtor shall pay to the trustee (a) a periodic payment of \$ \_\_\_\_\_ every \_\_\_\_\_ (insert either month or quarter); (b) all proceeds from avoided transfers, including proceeds from transfers avoided by the trustee; (c) upon receipt by the debtor, all net tax refunds attributable to prepetition tax years and net tax refunds attributable to postpetition tax years (i.e., tax refunds not included on Schedule I, less tax paid by debtor for a deficiency shown on any tax return for that same tax year or tax paid by setoff by a tax agency for a postpetition tax year) received during: The life of the plan, or 36 or 60 months from the date the first plan payment is due (*Check the applicable provision; if neither is checked, "for the life of the plan" applies*); (d) a lump sum payment of \$ \_\_\_\_\_ on or before \_\_\_\_\_ (date); and (e) \_\_\_\_\_.

Debtor acknowledges that if the debtor is ever more than 30 days delinquent on any payment due under section 1(a) of this plan, upon motion of the trustee granted by the court after appropriate notice, a wage deduction order to debtor's employer may be issued immediately.

2. The trustee shall apply all funds received pursuant to pt. 1 as follows:
- (a) First, to the trustee's commission and expenses.
  - (b) Second, with respect to secured creditors, the terms of the debtor's prepetition agreement with each secured creditor shall continue to apply, except as otherwise provided in this plan or in the confirmation order. Secured creditors shall retain their liens until the payment of the underlying debt, determined under nonbankruptcy law, or discharge under §1328, as appropriate. Any allowed secured claims will be paid as shown below. Should the trustee not have sufficient funds in trust to pay fully the disbursements listed below, disbursements of funds available shall be made pro rata.
- (1) If a creditor is not fully secured, the unsecured portion of the creditor's claim shall be treated under the provisions of pt. 2(e) and (f) if the claim identifies the priority position of the claim, and, if not, under the provisions of pt. 2(f) only. HOWEVER, THE CLAIMS OF CREDITORS SECURED BY PURCHASE MONEY SECURITY INTERESTS IN (i) A MOTOR VEHICLE ACQUIRED FOR PERSONAL USE BY THE DEBTOR(S) WITHIN 910 DAYS PRECEDING THE FILING DATE OF THE PETITION, OR (ii) ANY OTHER PERSONAL PROPERTY COLLATERAL ACQUIRED WITHIN ONE (1) YEAR PRECEDING THE FILING DATE OF THE PETITION SHALL BE TREATED AS FULLY SECURED except as provided in pt. (b)(2) below, if applicable. The following also apply:

From the payments received pursuant to pt. 1, if a claim has been timely filed and allowed as secured, make payments to the following holders of such claims as detailed below. ESTIMATED PREPETITION ARREARAGES, IF CURING AND REINSTATING, MUST BE SHOWN BELOW. THE ARREARAGES SHOWN IN A TIMELY FILED AND ALLOWED SECURED CLAIM SHALL CONTROL.

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Arrearage if Curing</u>	<u>Collateral Value if Not Paying in Full</u>	<u>Estimated Total Debt if Paying Debt in Full</u>	<u>Post-confirmation Interest Rate</u>	<u>Equal Monthly Payments</u>
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If the collateral is not to be sold, and the provisions in capital letters above governing claims of creditors with purchase money security interests in personal property do not apply, the value of the collateral, where the debtor is not paying the debt in full, shall be fixed in the amount stated above for purposes of administration of this plan as

well as for purposes of determining the amount of any secured claim, if undersecured, unless objected to at or before the first date set for the confirmation hearing on this plan or, if applicable, prior to expiration of time to object to any proposed modified plan, in which case the value will be determined by the court. If the collateral is to be sold, the value shall be the sales price. The debtor MOVES the court for an order so fixing the value of the collateral. Otherwise, the creditor's proof of claim shall control.

- (2) DEBTOR PROPOSES THAT THE CREDITOR(S) SPECIFICALLY IDENTIFIED BELOW AGREE TO THE FOLLOWING TREATMENT WHICH THE COURT MIGHT NOT BE ABLE TO APPROVE ABSENT CONSENT OF CREDITOR(S). FAILURE OF CREDITOR TO FILE A WRITTEN OBJECTION TO THIS PLAN PRIOR TO CONFIRMATION SHALL CONSTITUTE ACCEPTANCE OF THE PLAN.

From the payments received pursuant to pt. 1, if a claim has been timely filed and allowed as secured, make payments to the following holders of such claims as detailed below. ESTIMATED PREPETITION ARREARAGES, IF CURING AND REINSTATING, MUST BE SHOWN BELOW.

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Arrearage if Curing</u>	<u>Collateral Value if Not Paying in Full</u>	<u>Estimated Total Debt if Paying Debt in Full</u>	<u>Post-confirmation Interest Rate</u>	<u>Payment Provisions</u>
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If the collateral is not to be sold, for purposes of administration of this plan and case, the secured claim shall be limited to the value of the collateral stated above unless creditor objects at or before the first date set for the confirmation hearing on this plan or, if applicable, prior to expiration of time to object to any proposed modified plan, in which case the value will be determined by the court. The debtor MOVES the court for an order so fixing the value of the collateral. If the collateral is to be sold, the value shall be the sales price.

- (3) Adequate protection payments shall be disbursed by the trustee pre-confirmation from funds on hand with the trustee in the payment amounts specified in the plan for personal property secured creditors, absent a provision in this plan or a court order providing for a different amount to be paid pre-confirmation. If the debtor fails to make a monthly payment sufficient to pay the adequate protection payments in full, the trustee will disburse the funds pro rata according to the monthly payments proposed for those creditors. Adequate protection payments paid through the trustee pre-confirmation will be deducted from the amount of the allowed claim. Unless the concerned creditor is fully secured or oversecured for purposes of §506 or §1325(a)(9), no interest shall be paid from the date of the filing of the petition to the date of confirmation unless otherwise specifically provided for in the payment provisions set forth above.

- (4) Attorney Fees: ~~Original~~ attorney fees are \$ \_\_\_\_\_; of which \$ \_\_\_\_\_ remains unpaid. Said fees are to be paid either: From all available funds after pt. 2(b) payments are made; or Other -

- (5) The debtor shall surrender any collateral not otherwise addressed by the terms of this plan no later than upon confirmation of this plan to the following (i.e., state creditor NAME followed by DESCRIPTION of collateral to be surrendered):

- (c) Third, pro rata until fully paid, allowed unsecured domestic support obligations.  
 (d) Fourth, allowed administrative expenses under §507(a)(2).  
 (e) Fifth, pro rata, until fully paid, to allowed priority claims in the order stated in §507(a)(3)-(10), including §1305 claims, unless otherwise ordered.  
 (f) Sixth, pro rata, to timely filed and allowed nonpriority unsecured claims, the amounts required by §1325(b)(1). These monies will be distributed in the method indicated in the section marked below [MARK ONLY **ONE**]. The terms of pt. 8 shall also apply.
- (1) The creditors will receive approximately \_\_\_\_\_% of their claims. Payment of any dividend will depend upon secured claims at the time of confirmation, the total amount of allowed claims, and the costs of administration, including all allowed attorneys' fees of the debtor.
  - (2) The creditors will receive a minimum \_\_\_\_\_% of their claims. This percentage will not be reduced despite the amount of total creditors' claims filed.

(g) [Not Applicable if NA inserted in the blank] Pursuant to §1325(a)(4), the "best interest of creditors" number is determined to be \$\_\_\_\_\_, and not less than that amount shall be distributed to unsecured creditors.

(h) [Not Applicable if NA is inserted in the blank] Pursuant to §1325(a)(4), all allowed unsecured claims shall receive interest of \_\_\_\_\_% from the time of confirmation.

3. The debtor ASSUMES the following executory contracts and leases:

Creditor	Amount of Default [State if None]	Cure Provisions
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Those executory contracts or leases not specifically mentioned above are treated as rejected. Any timely filed and allowed claim arising from rejection shall be treated under pt. 2(f). The debtor will pay all assumed executory contracts and leases directly, including amounts required to cure. The debtor shall surrender any property covered by rejected executory contracts or leases to the affected creditor no later than upon confirmation of this plan.

4. The debtor shall pay directly to each of the following creditors, whose debts are either fully secured or are secured only by a security interest in real property that is the debtor's principal residence, the regular payment due postpetition on these claims in accordance with the terms of their respective contracts, list any prepetition arrearages in pt. 2(b), and/or specify any other treatment of such secured creditor(s) in an additional pt. at the end of this plan:

5. Subject to the provisions of §502, untimely claims are disallowed, without the need for formal objection, unless allowed by court order.

6. (a) The debtor MOVES, pursuant to §522(f)(1)(A), to avoid the judicial liens of the following creditors because they impair an exemption(s) of the debtor:

(b) The debtor MOVES, pursuant to §522(f)(1)(B), to avoid the non-purchase money security interests of the following creditors because they impair an exemption(s) of the debtor:

Absent objection from a creditor, filed prior to the first date set for the confirmation hearing on this plan, the order of confirmation will avoid its lien and its claim will be treated in pt. 2(f).

7. Except as otherwise provided herein, postpetition interest on all unsecured claims is disallowed. Interest continues to accrue on debts that are excepted from discharge.

8. [To be completed if plan will not be completed until more than 36 months after the first plan payment due under the originally filed plan.] The approximate length of the plan is \_\_\_\_\_ months; cause to extend longer than 36 months is as follows:

Except as otherwise explicitly provided by pt. \_\_\_\_\_, Debtor(s) shall make plan payments for 36 months, unless the debtor(s) pays 100% of all allowed claims with appropriate interest, except the plan payments shall continue for more than 36 months to the extent (1) the plan proposes a longer period, not to exceed 60 months, as necessary to complete required payments to creditors, or (2) §1322(d)/1325(b) requires plan payments for a longer period.

9. This plan may be altered postconfirmation in a non-material manner by court order after notice to the debtor, the trustee, any creditor whose claim is the subject of the modification and any interested party who has requested special notice.

10. Debtor(s) certifies that all postpetition domestic support obligations have been paid in full on the date of this plan and will be paid in full at the time of the confirmation hearing.

11. Debtor(s) further certifies that the petition was filed in good faith, and this plan was proposed in good faith and not by any means forbidden by law.

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DEBTOR

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DEBTOR

**IN ORDER TO ASSURE PROPER SERVICE ON ALL CREDITORS LISTED IN pts. 2(b)(1), 2(b)(2) OR 6 OF THE PLAN pursuant to FRBPs 3012, 4003(d), 9014 and 7004: (a) I LISTED ON THE MAILING MATRIX such creditors, other than insured depository institutions, in care of a person or entity authorized to be served; AND (b) I SERVED VIA CERTIFIED MAIL, ON \_\_\_\_\_, COPIES OF THIS PLAN ON any insured depository institution(s) affected by pts. 2(b)(1), 2(b)(2), or 6 of the Plan [FRBP 7004(h)]; AND (c) THE FOLLOWING LIST SEPARATELY IDENTIFIES all such creditors served via matrix listing and such creditors served via certified mail INCLUDING the names AND addresses of ALL such creditors served (NOTE: With respect to creditors served via matrix listing, the list of names and addresses IS IDENTICAL to that included in the matrix):**

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DEBTOR OR DEBTOR'S ATTORNEY

Label Matrix for local noticing  
0979-3  
Case 09-39109-rld13  
District of Oregon  
Portland  
Thu Apr 22 10:02:03 PDT 2010

Bank of America, N.A.  
475 CrossPoint Parkway  
P. O. Box 9000  
Getzville, NY 14068-9000

1001 SW 5th Ave #700  
Portland, OR 97204-1141

AT&T  
PO Box 6500  
Sioux Falls, SD 57117-6500

American Express  
PO Box 650448  
Dallas, TX 75265-0448

American Express Bank FSB  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355-0701

Bank of America  
Michael J. Lawinger, RA  
333 SW Fifth Ave.  
Portland, OR 97204-1701

Bank of America  
PO Box 30277  
Los Angeles, CA 90030-0277

Bank of America  
PO Box 851001  
Dallas, TX 75285-1001

Bank of America  
Residential Mortgage Corp.  
Craig E. Gass, RA  
121 SW Morrison St., #170  
Portland, OR 97204-3117

Chase  
PO Box 94014  
Palatine, IL 60094-4014

CitiMortgage Inc  
CT Corporation System, RA  
1801 West Bay Dr NW #206  
Olympia, WA 98502-4311

CitiMortgage, Inc.  
PO Box 140609  
Irving, TX 75014-0609

Citimortgage  
PO Box 689196  
Des Moines, IA 50368-9196

Discover Bank  
DFS Services LLC  
PO Box 3025  
New Albany, Ohio 43054-3025

Discover Card  
PO Box 6103  
Carol Stream, IL 60197-6103

FIA Card Services aka Bank of America  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355-0701

GE Money Bank  
PO Box 6153  
Rapid City, SD 57709-6153

GE Money Bank  
c/o Mark Begor, President  
PO Box 981127  
El Paso, TX 79998-1127

GE Money Bank  
c/o TSYS Debt Management RA  
6356 Corley Rd.  
Norcross, GA 30071-1704

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 21126  
PHILADELPHIA PA 19114-0326

Multnomah County Itax  
Attn: Myndi Fertile  
PO Box 279  
Portland, OR 97207-0279

ODR Bkcy  
955 Center St NE  
Salem OR 97301-2553

ODR-Bankruptcy  
c/o Bankruptcy Unit  
955 Center Street, NE Room 353  
Salem, OR 97301-2553

PRA Receivables Management, LLC  
As Agent Of Portfolio Recovery Assocs.  
c/o Chase Bank USA, N.A.  
POB 41067  
NORFOLK VA 23541-1067

PRA Receivables Management, LLC  
As Agent of Portfolio Recovery Assocs.  
c/o Citibank  
PO Box 41067  
Norfolk, VA 23541-1067

(p)TOYOTA MOTOR CREDIT CORPORATION  
PO BOX 8026  
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation  
3200 W. Ray Road  
Chandler, AZ 85226-2450

Toyota Motor Credit Corporation  
c/o CT Corporation System, RA  
388 State Street, Suite 420  
Salem, OR 97301-3581

(p)US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

US Trustee, Portland  
620 SW Main St #213  
Portland, OR 97205-3026

Wells Fargo  
PO Box 30086  
Los Angeles, CA 90030-0086

Wells Fargo Bank, N.A.  
c/o Wells Fargo Card Services  
Recovery Department  
P.O. Box 9210  
Des Moines, IA 50306-9210

Brian D. Lynch  
1300 SW 5th #1700  
Portland, OR 97201-5608

TODD TRIERWEILER  
4721 NE 102nd Ave  
Portland, OR 97220-3339

Victor Vincent Lanna  
1529 Rodlun Court  
Forest Grove, OR 97116-1371

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

IRS  
PO Box 21126  
Philadelphia, PA 19114

Toyota Financial  
PO Box 60114  
City Of Industry, CA 91716

U.S. Bank N.A.  
P.O. Box 5229  
Cincinnati, OH 45201

(d)US Bank  
PO Box 790408  
Saint Louis, MO 63179

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Bank of America, N.A.  
475 CrossPoint Parkway  
P.O. Box 9000  
Getzville, NY 14068-9000

End of Label Matrix	
Mailable recipients	35
Bypassed recipients	1
Total	36

**United States Bankruptcy Court  
District of Oregon-Ch.13**

In re **Victor Vincent Lanna**

Debtor(s)

Case No. **09-39109-rld13**

Chapter **13**

**CERTIFICATION PURSUANT TO LBR 1001-1.G**

I certify that the foregoing documents have been prepared by a computer and conform to versions of the Official Bankruptcy Forms available and applicable at this time.

The software utilized is Best Case Bankruptcy, developed by Best Case Solutions, Inc.

Dated: **April 23, 2010**

**/s/ Todd Trierweiler**

**Todd Trierweiler OSB# 85348  
Todd Trierweiler & Associates  
4721 NE 102nd Ave.  
Portland, OR 97220  
503-253-7777**